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4 Attorney for Kevin Thompson and Mia Nash

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

-and-

14 PACIFIC GAS & ELECTRIC COMPANY  
Debtors.

## Debtors.

16  Affects PG&E Corporation  
 Affects Pacific Gas & Electric Company  
 Affects both Debtors

\* All papers shall be filed in the Lead Case, No. 19-30088 (DM).

CASE NO: 19-30088-DM

## Chapter 11

DECLARATION OF KEVIN THOMPSON  
AND REQUEST FOR JUDICIAL NOTICE  
IN SUPPORT OF HIS MOTION FOR  
RELIEF FROM THE AUTOMATIC STAY

Date: April 9, 2019

Time: 9:30 am

Place: 450 Golden Gate Avenue, 16<sup>th</sup> Floor  
San Francisco, California

Judge: Honorable Dennis Montali

21 I, Kevin Thompson, do hereby state and declare:

22 1. I am over 18 years of age. Mia Nash and I are bringing the Motion for Relief from  
23 Automatic Stay. Mia Nash and I are married.

24       2. On Mia Nash's and my behalf, on January 28, 2019, the California State Court action,  
25 KEVIN THOMPSON and MIA NASH v. PG&E CORPORATION, Case No. CU19-083433, was  
26 filed in California Superior Court in Nevada County (the "State Court Action)). A true copy of the  
27 Complaint in the State Court Action is attached as Exhibit 1. I request that the Court take judicial

1 notice of the Complaint in the State Court Action.

2       3. Ms. Nash and I are the fee simple owners of a lot located at 10186 Pittsburg Road, Nevada  
3 City, CA 95959 (“the Property”). The Property is zoned for single family residences. Ms. Nash and I  
4 want to build a house there.

5       4. PG&E Corporation and Pacific Gas & Electric Company (both referred to as “PG&E”) insists  
6 to me that they have a 50 foot wide easement crossing the Property.

7       5. PG&E asserts that Ms. Nash and I may not build in this purported easement. As a result,  
8 PG&E is asserting exclusive control over the purported easement space.

9       6. The Property is in Nevada County, California. I have extensively reviewed the Nevada  
10 County building codes which require certain building set backs and set back clearances for septic  
11 systems and leach fields. Simple math establishes that if PG&E has a 50 foot wide easement on the  
12 Property and we cannot build in that easement then we cannot build a home on the Property.  
13 With the purported easement, insufficient space exists on the Property to build a home and have a  
14 septic system.

15       7. If we cannot build in that space, then we cannot build on the Property at all. The Property  
16 would be useless to us for building a home and have no value. I do not believe that we could sell the  
17 Property at all, if PG&E has the easement it is asserting. If PG&E can stop us from building on the  
18 Property, then we would be the owners of the property in name only, with all of the legal  
19 responsibilities of property owners and none of the benefits.

20       8. In April, 2017, Defendant PG&E first asserted to Ms. Nash and I that it had a 40 foot wide  
21 easement on the property. PG&E claimed that the easement arose out of a document from 1914 (the  
22 “1914 document”).

23       9. In November, 2018, PG&E informed Ms. Nash and I that it had changed its mind. PG&E told  
24 us that the 1914 document did not apply. Rather, PG&E informed us that it has a 50 foot wide  
25 easement, arising out of a document from 1909 (the “1909 document”). (A true copy of the 1909  
26 document is attached as Exhibit A to the State Court Complaint.)

27

-2-

1 10. PG&E claims that it has an extensive easement arising from its 1909 document. No deed  
2 between Ms. Nash, I, and PG&E exists. No recorded easement for the Property exists in PG&E's  
3 favor. No court order exists creating an easement on the Property in PG&E's favor. I am not aware  
4 of any money that PG&E owes me. Ms. Nash and I are not seeking any damages from PG&E in our  
5 State Court Action.

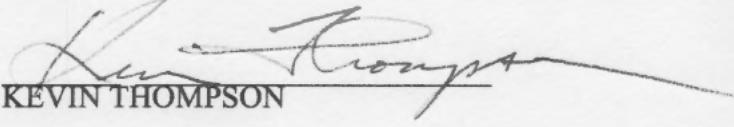
6 11. Ms. Nash and I are very motivated to have this matter resolved with PG&E resolved so that  
7 we can use our Property. If the Court grants our Motion for Relief from the Automatic Stay, we will  
8 promptly prosecute the State Court Action to its conclusion. Since a successful resolution of the  
9 State Court Action will resolve all of the easement issues, we will then be able to build on the  
10 Property. Without violating any confidentiality, I can say that Ms. Nash and I were in serious  
11 settlement discussions with PG&E when PG&E filed this chapter 11 case. That filing brought the  
12 settlement discussions to an abrupt halt. With relief from the stay, we intend to promptly renew those  
13 discussions.

14 12. As of this writing, PG&E has not listed its easement assertions as an asset in this matter in  
15 the bankruptcy case.

16       13. Litigating this matter in Nevada County is economical and appropriate. Ms. Nash and I live  
17 in Nevada County. The Property, witnesses and property owners are all in Nevada County. Being  
18 involved in this massive Chapter 11 has already increased our costs, will continue to do so, and could  
19 easily overwhelm us financially.

20       14. Ms. Nash and I would be prejudiced by delay in presenting this case if this Court denies relief  
21 from the stay. We are regular folks who work for a living. We want and intend to build a home  
22 on the Property. To say that the Property is a truly significant investment for us would be an extreme  
23 understatement. We cannot use the Property until the dispute is resolved. Our investment would sit  
24 fallow for who-knows-how-long if we are required to wait out this massive Chapter 11 case.  
25 Meanwhile, the stay does not affect PG&E in the least. PG&E goes on with business as usual on our  
26 Property.

1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct. This declaration was executed on March 12, 2019.

3   
4 KEVIN THOMPSON  
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# EXHIBIT 1

JAN 28 2019

JASON B. GALKIN  
EXECUTIVE OFFICER & CLERK  
By: S. SKOVERSKI, Deputy Clerk

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7 **Attorney for Plaintiffs**  
8 **Kevin Thompson and Mia Nash**

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF NEVADA**

11 **Kevin Thompson and Mia Nash**

12 **Plaintiffs,**

13 **vs.**

14 **PG&E CORPORATION, a California**  
15 **Corporation, PACIFIC GAS &**  
16 **ELECTRIC COMPANY, a California**  
17 **Corporation and DOES 1 - 20, inclusive,**

18 **Defendants.**

19 **CASE NO:**

20 **CU19-083433**

21 **COMPLAINT**

22 **1. Declaratory Relief: The 1909**  
23 **Document Did Not Create an Easement**  
24 **2. Declaratory Relief: The 1909**  
25 **Document Cannot Create an Easement So**  
26 **Extensive As To Preclude the Property's**  
27 **Meaningful Use By Its Owners**  
28 **3. Declaratory Relief: No Prescriptive**  
29 **Easement Arose**

30 **Plaintiffs KEVIN THOMPSON and MIA NASH complain and allege as follows:**

31 **INTRODUCTION**

32 **1. Kevin Thompson and Mia Nash are the fee simple owners of a lot located at 10186**  
33 **Pittsburg Road, Nevada City, CA 95959. The property is zoned for single family residences.**  
34 **Kevin Thompson and Mia Nash want to build a house there.**

35 **2. Defendants PG&E Corporation and Pacific Gas & Electric Company (both**  
36 **referred to as "PG&E") are asserting exclusive control over what they claim is a 50 foot wide**  
37 **easement crossing the property. Defendant PG&E insists that Kevin Thompson and Mia Nash**  
38 **may not build in their purported easement.**

1       3.     In April, 2017, Defendant PG&E first asserted to Kevin Thompson and Mia Nash  
2 that it had a 40 foot wide easement on the property, arising out of document from 1914 (the  
3 “1914 document”).

4       4.     In November, 2018, Defendant PG&E informed Kevin Thompson and Mia Nash  
5 that it had changed its mind. Defendant PG&E told them that the 1914 document did not  
6 apply. Rather, Defendant PG&E informed Kevin Thompson and Mia Nash that it has a 50  
7 foot wide easement, arising from a document from 1909 (the “1909 document”). (A true copy  
8 of the 1909 document is attached as Exhibit A.)

9       5.     In reality, the document states that for a purported payment of five dollars in gold,  
10 Defendant PG&E obtained an easement for placing poles and a single electric line. The 1909  
11 document states that Defendant PG&E may maintain brush twenty five feet on each side of  
12 the electric line. The 1909 document does *not* state that Defendant PG&E has an exclusive 50  
13 foot wide easement on the property.

14 6. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
15 if Defendant has a 50 foot wide easement, they cannot build a home on the property or use  
16 the property in any meaningful way. Kevin Thompson and Mia Nash are informed and  
17 believe, and thereon allege, that Defendant PG&E's assertion of an easement that is so  
18 extensive that they cannot develop their property renders the property unuseable and without  
19 value.

20       7.     In essence, Defendant PG&E is claiming exclusive use of the property and not  
21 allowing Kevin Thompson and Mia Nash to develop or use their property in any meaningful  
22 way.

## PARTIES

25       8.     Kevin Thompson and Mia Nash are the fee simple owners of a lot located at 10186  
26 Pittsburg Road, Nevada City, CA 95959.

1 9. Defendant PG&E Corporation is an energy-based holding company headquartered  
2 in San Francisco, California. It is the parent company of Defendant Pacific Gas & Electric  
3 Company.

4 10. Defendant Pacific Gas & Electric Company is incorporated in California and is  
5 headquartered in San Francisco, California. Defendant Pacific Gas & Electric Company  
6 provides public utility services that include the transmission and distribution of natural gas,  
7 and the generation, transmission, and distribution of electricity to millions of customers in  
8 Northern and Central California, including the residents of Nevada County.

9       11. The PG&E Defendants are jointly and severally liable for each other's negligence,  
10 misconduct, and wrongdoing as alleged herein, in that:

11                   a.           The PG&E Defendants operate as a single business enterprise operating  
12 out of the same building located at 77 Beale Street, San Francisco, California, for the purpose  
13 of effectuating and carrying out PG&E Corporation's business and operations and/or for the  
14 benefit of PG&E Corporation;

15 b. The PG&E Defendants do not operate as completely separate entities,  
16 but rather, integrate their resources to achieve a common business purpose;

17 c. Defendant Pacific Gas & Electric Company is so organized and  
18 controlled, and its decisions, affairs, and business are so conducted as to make it a mere  
19 instrumentality, agent, conduit, or adjunct of PG&E Corporation;

20 d. Defendant Pacific Gas & Electric Company's income results from  
21 function integration, centralization of management, and economies of scale with PG&E  
22 Corporation;

23 e. The PG&E Defendants' officers and management are intertwined and do  
24 not act completely independently of one another;

25 f. The PG&E Defendants' officers and managers act in the interest of  
26 PG&E Corporation as a single enterprise;

g. Defendant PG&E Corporation has control and authority to choose and appoint Pacific Gas & Electric Company's board members as well as its other top officers and managers;

h. The PG&E Defendants do not compete with one another, but have been structured and organized and their business effectuated so as to create a synergistic, integrated single enterprise where various components operate in concert one with another;

- i. Defendant PG&E Corporation maintains unified administrative control over Pacific Gas & Electric Company;

j. The PG&E Defendants are insured by the same carriers and provide uniform or similar pension, health, life, and disability insurance plans for employees;

k. The PG&E Defendants have unified 401(k) Plans, pension and investment plans, bonus programs, vacation policies, and paid time off from work schedules and policies;

1. The PG&E Defendants invest funds from their programs and plans by a consolidated and/or coordinated Benefits Committee controlled by PG&E Corporation and administered by common trustees and administrators;

m. The PG&E Defendants have unified personnel policies and practices and/or a consolidated personnel organization or structure;

n. The PG&E Defendants have unified accounting policies and practices dictated by PG&E Corporation and/or common or integrated accounting organizations or personnel;

o. The PG&E Defendants are represented by common legal counsel;

p. Defendant PG&E Corporation's officers, directors, and other management make policies and decisions to be effectuated by Pacific Gas & Electric Company and/or otherwise play roles in providing directions and making decisions for Pacific Gas & Electric Company;

1 q. Defendant PG&E Corporation's officers, directors, and other  
2 management direct certain financial decisions for Pacific Gas & Electric Company including  
3 the amount and nature of capital outlays;

4 r. Defendant PG&E Corporation's written guidelines, policies, and  
5 procedures control Pacific Gas & Electric Company's employees, policies, and practices;

6 s. Defendant PG&E Corporation files consolidated earnings statements  
7 factoring in all revenue and losses from Pacific Gas & Electric Company, as well as  
8 consolidated tax returns, including those seeking tax relief; and/or, without limitation;

9 t. Defendant PG&E Corporation generally directs and controls Pacific Gas  
10 & Electric Company's relationship with, requests to, and responses to inquiries from, the  
11 CPUC and uses such direction and control for the benefit of PG&E Corporation.

12       12. At all relevant times, each of the Defendants were the partners, principals, agents,  
13 employees, servants, and joint venturers of each other, and in doing the things alleged in this  
14 Complaint were acting within the course and scope of their authority and relationship as  
15 partners, principals, agents, employees, servants and joint venturers with the permission,  
16 knowledge, and consent of each other.

13. The true names and capacities, whether individual, corporate, associate or  
otherwise of Does 1 through 20, are unknown to Kevin Thompson and Mia Nash who, under  
Code of Civil Procedure § 474, sue these Doe Defendants under fictitious names. Kevin  
Thompson and Mia Nash will amend this complaint to show their true names and capacities  
when they are ascertained. Each of the Doe Defendants is in some manner legally responsible  
for the wrongful conduct alleged in this Complaint.

## **JURISDICTION AND VENUE**

14. Venue is proper in this judicial district, pursuant to California Code of Civil  
Procedure § 395(a). Defendants reside and/or transact business in Nevada County and

1 are within the jurisdiction of this Court for purposes of service of process.  
2

3 **FACTUAL BACKGROUND**

4 15. Defendant PG&E asserts that it has an 50 foot wide easement on Kevin Thompson  
5 and Mia Nash's property located at 10186 Pittsburg Road, Nevada City, CA 95959. Defendant  
6 PG&E further asserts that, without regard to how extensive its claimed easement is, Kevin  
7 Thompson and Mia Nash cannot build any structures (including a home) inside its purported  
8 easement.

9 16. Defendant PG&E provided to Kevin Thompson and Mia Nash a copy of the 1909  
10 document upon which it relies. Kevin Thompson and Mia Nash are informed and believe, and  
11 thereon allege, that Defendant PG&E is the sole drafter of the 1909 document.

12 17. The 1909 document states, in pertinent part, the following:

13 "This Indenture made by and between Ella M. Coombs . . . and J. M. Kitts . . .  
14 the parties of the first part, and Pacific Gas and Electric Company . . . the party of the  
15 second part . . ."

16 18. Plaintiffs Kevin Thompson and Mia Nash have not been able to find any  
17 documents purporting to convey ownership of the property to Ella M. Coombs and/or J. M.  
18 Kitts. Further, Defendant PG&E has not provided any documents purporting to convey  
19 ownership of the property to Ella M. Coombs and/or J. M. Kitts. Therefore, Kevin Thompson  
20 and Mia Nash are informed and believe, and thereon allege, that neither Ella M. Coombs or J.  
21 M. Kitts owned the property at the time of the deed and no valid easement arose from the  
22 document.

23 19. The 1909 document is signed "Ella M. Coombs." The 1909 document is not signed  
24 by J. M. Kitts. The 1909 document is not notarized. Kevin Thompson and Mia Nash are  
25 informed and believe, and thereon allege, that the document was not recorded.

26 20. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that

1 since the 1909 document was not signed by both Ella M. Coombs and J.M. Kitts “the  
2 parties of the first part” no valid easement arose from the document.

3

4 **FIRST CAUSE OF ACTION**

5 **Declaratory Relief: The 1909 Document Did Not Create an Easement**  
6 **(Against All Defendants)**

7 21. Kevin Thompson and Mia Nash hereby incorporate by reference Paragraphs 1  
8 through 20 of this Complaint as if fully set forth herein and for a cause of action alleges as  
9 follows:

10 22. An actual controversy has arisen and now exists between Kevin Thompson and  
11 Mia Nash and Defendant PG&E concerning their respective rights and duties.

12 23. Kevin Thompson and Mia Nash contend that Defendant PG&E’s wrongful claim  
13 effectively stops them from being able to develop their property or use it in any meaningful  
14 way. Defendant PG&E’s wrongful easement claim renders the property essentially worthless  
15 to Kevin Thompson and Mia Nash.

16 24. Kevin Thompson and Mia Nash seek a judicial determination of their rights and  
17 duties, and a declaration as to whether the 1909 document creates a valid easement.

18 25. Kevin Thompson and Mia Nash are informed and believe, and thereon further  
19 allege, that Defendant PG&E wrongfully placed North South traveling underground and  
20 overhead lines for which it has no possible easement rights. Kevin Thompson and Mia Nash  
21 are informed and believe, and thereon allege, that Defendant placed the lines without  
22 permission of the property owner at the time.

23 26. Defendant PG&E also claims that even if it has no easement rights on the property,  
24 Electric Rule 15 would require Kevin Thompson and Mia Nash to pay for moving Defendant  
25 PG&E’s illegally placed electric poles and lines.

26 27. Kevin Thompson and Mia Nash are informed and believe, and thereon further

1 allege, that Electric Rule 15 does not apply because that rule does not apply to property  
2 disputes between PG&E and property owners.

3 28. A judicial declaration is necessary and appropriate at this time so that Kevin  
4 Thompson and Mia Nash may put their property to use. Kevin Thompson and Mia Nash  
5 want to develop their property, but cannot safely proceed without knowing whether  
6 Defendant PG&E has the easement it claims and whether Electric Rule 15 applies.

7 29. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
8 Defendant PG&E has attempted, and continues to attempt, to deceive them into believing that  
9 Defendant PG&E has an easement so extensive that it renders their property essentially  
10 useless and worthless and grants Defendant PG&E essentially exclusive use of the property.  
11 Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that Defendant  
12 PG&E has made, and continues to make, these assertions without any support in the facts or  
13 law.

14

15 **SECOND CAUSE OF ACTION**

16 **Declaratory Relief:**

17 **The 1909 Document Cannot Create an Easement So Extensive**  
18 **As To Preclude the Property's Meaningful Use By Its Owners**  
19 **(Against All Defendants)**

20 30. Kevin Thompson and Mia Nash hereby incorporate by reference Paragraphs 1  
21 through 20, and 22 through 29 of this Complaint as if fully set forth herein and for a cause of  
22 action alleges as follows:

23 31. An actual controversy has arisen and now exists between Kevin Thompson and  
24 Mia Nash and Defendant PG&E concerning their respective rights and duties.

25 32. In the alternative, Kevin Thompson and Mia Nash seek a judicial determination of  
26 their rights and duties, and a declaration that if the 1909 document gave rise to a valid

1 easement, it could not create an easement so extensive as to render the property functionally  
2 useless and worthless for Kevin Thompson and Mia Nash.

3           a.        The 1909 document states, in pertinent part:

4           “Witnesseth, that the parties of the first part, for and in consideration of the  
5       sum of five dollars in gold coin of the United States of America . . . the right of  
6       erecting, constructing, reconstructing, replacing, repairing, maintaining, and using  
7       for the transmission and distribution of electricity a single line of poles and  
8       wires . . .”

9           33.    Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
10      Defendant PG&E have, and continue to, deliberately misstate the terms of the 1909 document  
11      so as to control as much of the property as possible.

12       34.    Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
13      since the 1909 document does not provide for such an extensive easement, it cannot give rise  
14      to one.

15       35.    When PG&E drafted the 1909 document, the land which Kevin Thompson and  
16      Mia Nash own was a small part of a large parcel of land. As the large parcel was subdivided,  
17      until Kevin Thompson’s and Mia Nash’s parcel was created, the burden created by such an  
18      easement went from small (and worth \$5.00) to essentially engulfing the entire use and value  
19      of the property. This overwhelming change in circumstances renders Defendant PG&E’s  
20      claimed easement an intolerable burden. Such an easement, if one exists, must be  
21      extinguished.

22       36.    Indeed, an easement extensive enough to essentially eliminate Kevin Thompson’s  
23      and Mia Nash’s property rights violate the terms of the 1909 document:

24           “The party of the second part in the enjoyment of the rights hereby granted  
25      shall avoid, so far as it reasonably can, interfering with the use by the parties of the  
26      first part of such lands for mining, agricultural and other purposes.”

27

1       37. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
2 at no time has Defendant PG&E needed to use, or used, a portion of the property so extensive  
3 as to essentially give Defendant PG&E exclusive control of the property. As such, claiming  
4 an easement so extensive that it precludes Kevin Thompson and Mia Nash from using their  
5 property is unreasonable. Accordingly, any easement unreasonably burdening Kevin  
6 Thompson and Mia Nash's use of their property must be extinguished.

7       38. A judicial declaration is necessary and appropriate at this time so that Kevin  
8       Thompson and Mia Nash may put their property to use. Kevin Thompson and Mia Nash  
9       want to develop their property or otherwise meaningfully use it, but cannot safely proceed  
10      without knowing whether Defendant PG&E has the easement it claims.

11       39. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
12 Defendant PG&E has attempted, and continues to attempt, to deceive them into believing that  
13 Defendant PG&E has an easement so extensive that it renders their property essentially  
14 useless and worthless and grants Defendant PG&E essentially exclusive use of the property.  
15 Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that Defendant  
16 PG&E has made, and continues to make, these assertions without any support in the facts or  
17 law.

### **THIRD CAUSE OF ACTION**

# **Declaratory Relief: No Prescriptive Easement Arose (Against All Defendants)**

22 40. Kevin Thompson and Mia Nash hereby incorporate by reference Paragraphs 1  
23 through 20, 22 through 29 and 31 through 39 of this Complaint as if fully set forth herein and  
24 for a cause of action alleges as follows:

25 41. An actual controversy has arisen and now exists between Kevin Thompson and  
26 Mia Nash and Defendant PG&E concerning their respective rights and duties.

1       42. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
2 if Defendant PG&E fails to establish that the 1909 document creates an easement on the  
3 property, then Defendant PG&E will assert that it is entitled to a prescriptive easement on the  
4 property.

5       43. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
6 Defendant has never made a claim of a prescriptive easement on the property.<sup>1</sup> Indeed, the  
7 sole basis upon which Defendant PG&E informed Kevin Thompson and Mia Nash of its  
8 claimed easement was arising out of either the 1914 or 1909 documents.

9       44. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
10 Defendant PG&E cannot establish the elements of a prescriptive easement. The elements of a  
11 prescriptive easement are: (1) use of the property over which the easement is claimed for at  
12 least five years; and (2) the use has, during all of that time, been open, notorious, adverse,  
13 continuous, and uninterrupted.

14 45. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
15 Defendant PG&E's use has not been "adverse." A use is "adverse" if it is *not* (1) made in  
16 subordination to the owner's rights or (2) with the permission of the owner of the property.

17       46. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
18 Defendant PG&E's exclusive reliance on a deed to establish an easement is, by definition, in  
19 subordination of their, and all of the previous property owners', rights. In other words,  
20 Defendant PG&E's reliance on a deed is Defendant PG&E asserting that it has the property  
21 owners' permission to be on the property. Kevin Thompson and Mia Nash are informed and  
22 believe, and thereon allege, that the fact that the 1909 document does not create an easement  
23 does not change the fact that Defendant PG&E has exclusively relied on permission to be on

<sup>1</sup>The parties have had discussions the substance of which are not properly part of this Complaint. (Evidence Code § 1152.)

1 the property. A prescriptive easement cannot arise when a claimant has permission or relies  
2 on permission.

3       47. In the alternative, even if Defendant PG&E were entitled to a prescriptive  
4 easement, the easement could not be so extensive as to render the property essentially useless  
5 and worthless. Kevin Thompson and Mia Nash are informed and believe, and thereon allege,  
6 that a prescriptive easement that would provide all meaningful use to Defendant PG&E and  
7 preclude any meaningful use for themselves, would not be an easement. It would be the  
8 practical equivalent of an estate and, thus, cannot arise. Further, even if a prescriptive  
9 easement could have arisen sometime in the past, the overwhelming change in circumstances  
10 in the property size would transform Defendant PG&E's claimed easement into an intolerable  
11 burden. Such an easement, if one could arise, must be extinguished.

12       48. A judicial declaration is necessary and appropriate at this time so that Kevin  
13 Thompson and Mia Nash may put their property to use. Kevin Thompson and Mia Nash  
14 want to build on their property, but cannot safely proceed without knowing whether  
15 Defendant PG&E is entitled to a prescriptive easement and the extent of that easement.

16       49. Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that  
17 Defendant PG&E has attempted, and continues to attempt, to deceive them into believing that  
18 Defendant PG&E has an easement so extensive that it renders their property essentially  
19 useless and worthless and grants Defendant PG&E essentially exclusive use of the property.  
20 Kevin Thompson and Mia Nash are informed and believe, and thereon allege, that Defendant  
21 PG&E has made, and continues to make, these assertions without any support in the facts or  
22 law.

23       ///

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## PRAYER FOR RELIEF

Wherefore, Kevin Thompson and Mia Nash, request relief as follows:

### **For the First Cause of Action.**

- 5 1. For a judgment that their property is not burdened by an easement in Defendant
- 6 PG&E's favor arising out of the 1909 document;
- 7 2. For a judgment that Electric Rule 15 does not apply to this matter;
- 8 3. For a judgment ejecting Defendant PG&E from the property, including a judgment
- 9 ordering Defendant PG&E to remove all its poles and any line or equipment attached to the
- 10 poles at its sole expense;
- 11 4. For a judgment ordering Defendant PG&E to remove the North South
- 12 underground and overhead lines at its sole expense.

## **For the Second Cause of Action.**

15       1.     In the alternative that the Court determines that the 1909 document created an  
16 easement, for a judgment that the easement is extinguished;

17       2.     In the alternative that if the Court determines that the 1909 document created an  
18 easement, and the easement should not be extinguished, for a judgment limiting the easement  
19 such that Kevin Thompson and Mia Nash can meaningfully develop their property in a  
20 manner to be proved at trial.

### For the Third Cause of Action

23 1. For a judgment that the property is not burdened by a prescriptive easement in  
24 Defendant PG&E's favor;

25 2. In the alternative that if the Court determines that Defendant PG&E is entitled to a  
26 prescriptive easement, for a judgment that the easement is limited such that Kevin Thompson

1 and Mia Nash can meaningfully develop their property in a manner to be proved at trial.  
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3 **For All Causes of Action**

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1. For attorneys' fees as provided by law;
2. For costs of suit incurred herein; and
3. For such other and further relief as the Court may deem equitable and appropriate.

DATED: *1/28/19*

FRANK BLOKSBERG

BY: 

Frank Bloksberg  
Attorney for Plaintiffs  
KEVIN THOMPSON and  
MIA NASH

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# EXHIBIT A

## GRANT OF RIGHT OF WAY

FOR

2116-08-0037

## Electric Transmission Line

This Indenture made by and between ELIA H. COOMBS of  
the City and County of San Francisco, State of California, and J.  
H. KITTE of the County of Nevada, State of California,

<sup>108</sup>  
the part of the first part, and

PACIFIC GAS AND ELECTRIC COMPANY,

a corporation duly organized and existing under and by virtue of the laws of the State of  
California, the party of the second part.

Witnesseth, that the party <sup>109</sup> of the first part, for and in consideration of the sum of five  
 dollars (\$5.00) in gold coin of the United States of America, to <sup>110</sup> in hand paid by the  
 said party of the second part, the receipt whereof is hereby acknowledged, do <sup>111</sup> hereby  
 grant unto the said party of the second part, its successors and assigns, the right of erecting,  
 constructing, reconstructing, replacing, repairing, maintaining, and using for the trans-  
 mission and distribution of electricity <sup>112</sup>  
 line of poles and wires suspended thereon and supported thereby, and wires for telephone  
 and telegraph purposes, and all necessary and proper cross-arms, braces, connections, fas-  
 tenings and other appliances and fixtures for use in connection therewith, and also a right  
 of way along the same of a uniform width of <sup>113</sup> feet, lying equally on each side of  
 the line herein <sup>114</sup> described, together with the right of ingress thereto and egress there-  
 from, upon, over and across the lands of the party <sup>115</sup> of the first part, situate in the County  
 of Nevada, State of California, and more particularly described as fol-  
 lows, viz.:

Fractional North half ( $\frac{1}{2}$ ) of the Northwest  
 quarter (NW) of the Northeast quarter (NE) and fractional North  
 half ( $\frac{1}{2}$ ) of the North half ( $\frac{1}{2}$ ) of Northwest quarter (NW) of  
 Northeast quarter (NE) of Section Twenty-four (24), Township Six-  
 teen (16) North, Range Eight (8) East, Mount Diablo Line and Meridian.

The center line of the said right of way where the same crosses the said lands has been  
 located and marked upon the ground by stakes driven therein by the Engineers of the party  
 of the second part and approved by the party <sup>116</sup> of the first part, and is more particularly  
 described as follows, viz.:

Beginning at a point from which the quarter  
 section corner common to Sections Thirteen (13) and Twenty-four (24),  
 Township Sixteen (16) North, Range Eight (8) East, M. D. B. & M. bears  
 North Seventy-seven degrees (77°) and five minutes (5') West Six

hundred and Nineteen (619) feet, and running thence South Eighty-four degrees (54°) West One Thousand Nine Hundred and Eighty (1,980) feet more or less to the road marking the boundary between the lands of the Glenwood Land Co. and the party of the first part, all as shown and indicated by a red line on the blue print herewith attached and made a part hereof.

The party of the first part also grants to the party of the second part the right of patrolling said line— of poles and wires and of erecting, maintaining and using gates in all fences which cross or hereafter shall cross said right of way.

The party of the second part in the enjoyment of the rights hereby granted shall avoid, so far as it reasonably can, interfering with the use by the party of the first part of such lands for mining, agricultural and other purposes.

The party of the second part, its successors and assigns, shall have full right and liberty of using such right of way for all purposes connected with the construction, maintenance and use of such line— of poles and wires, and shall also have full right and liberty of cutting and clearing away all trees and brush within 25 feet on either side of said center line whenever necessary or proper for the convenient use and enjoyment of the said line— of poles and wires and right of way; provided, however, that all trees which the party of the second part is hereby authorized to cut and remove shall, if valuable for either timber or wood, continue to be the property of the party of the first part, but all tops, lops, brush and refuse wood or timber shall be burned by the party of the second part.

In witness whereof, the party of the first part has executed these presents this 29<sup>th</sup> day of April, 1909.

Ella M. Roombos.

Executed in the presence of

A. C. McRae

WITNESS.

APPROVED AS TO DESCRIPTION

E. B. Neely  
Manager, Land Dept.

GRANT OF RIGHT OF WAY  
FOR  
Electric Transmission Line

ELLA M. COOMBS, et al

TO

PACIFIC GAS & ELECTRIC COMPANY

Dated \_\_\_\_\_ 190\_\_\_\_\_